

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as “County”, and, Halff Associates, Inc., a Texas Corporation, hereinafter referred to as “Surveyor”, to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Surveyor to provide professional surveying services for various County projects.

WHEREAS, the Surveyor desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Retention of the Surveyor

The County hereby agrees to retain the Surveyor to perform surveying services; Surveyor agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Surveyor shall perform such services set forth and described on Exhibit “A”, on an as needed basis. Work shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

The Surveyor agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County. Surveyor shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Surveyor shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Surveyor shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Rate Schedule attached hereto as Exhibit “C” and thereby made a part of this Agreement. Surveyor further agrees that it will prepare and present such monthly progress reports and itemized statements per the Rate Schedule described in said Exhibit “C”.

Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Surveyor further agrees to the following terms prior to payment being due by County:

V. Information to be provided by the County

The County agrees to furnish to Surveyor, prior to the Surveyor's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Surveyor agrees to attend all regularly scheduled meetings and other meetings, as may be required and scheduled by County. Surveyor shall, at such meetings, outline work accomplished and special problems or delays encountered during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

Surveyor agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Surveyor shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly and proximately resulting from the negligent act or fault of the Surveyor, or of any agent, employee, subcontractor or supplier of the surveyor in the execution of, or performance under, any contract which may result from award. Surveyor shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

IX. Independent Contractor

In the performance of services hereunder, the Surveyor shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Surveyor agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Surveyor further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Surveyor from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Surveyor agrees that at any time during normal business hours, and as often as County may deem necessary, Surveyor shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Surveyor agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Surveyor shall execute the Affidavit shown in Exhibit "F". Surveyor understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Surveyor. In the event of such termination without cause, Surveyor shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Surveyor in connection with this Agreement. Surveyor shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Surveyor shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original documents created by Surveyor are the property of the Surveyor; however, the Project is the property of the County, and Surveyor may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Surveyor will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Surveyor.

XIV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Surveyor agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Bill Bilyeu
Collin County Administrator
2300 Bloomdale #4192
McKinney, TX 75071

Collin County Purchasing
2300 Bloomdale #3160
McKinney, TX 75071

County agrees that all notices or communications to Surveyor permitted or required under this Agreement shall be addressed to Surveyor at the following address:

Andrew Shafer
Halff Associates, Inc.
1201 North Bowser Rd.
Richardson, TX 75081

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Surveyor, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Surveyor.

H. Observe and Comply

Surveyor shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Surveyor agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

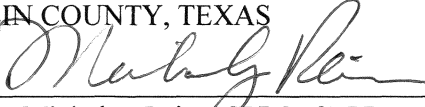
J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 8/20/2020

COLLIN COUNTY, TEXAS

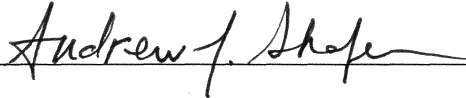
By: 

Michalyn Rains, CPPO, CPPB
Purchasing Agent

Court Order No. 2020-709-08-10

Date: August 19, 2020

HALFF ASSOCIATES, INC.

By: 

By: ANDREW J. SHAFER, RPLS

Title: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF DALLAS }

BEFORE ME, Shelly Stancill this day personally appeared Andrew J. Shafer of HALFF ASSOCIATES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 2020.

Shelly Stancill
Notary Public, State of Texas

Shelly Stancill
Printed Name

My Commission expires on the 13 day of March, 2023.



STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Brooke Scullin on this day personally appeared Michalyn Rains, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of August, 2020.

Brooke Scullin
Notary Public, State of Texas

Brooke Scullin
Printed Name

My Commission expires on the 15th day of July, 2023.

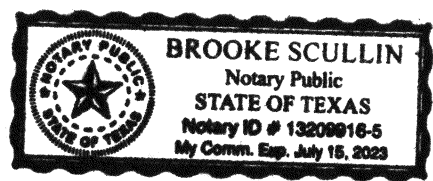


EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services for each survey will vary; therefore individual requirements will be established at the time of need for each survey.

Various types of property surveys including, but not limited to surveys for right-of-way acquisition, construction or construction staking, residential lot and block surveys, topography, tree locations, as-builts, acreage and subdivisions.

The actual specification section and work may vary with each individual project.

Services provided shall be in accordance with applicable industry standards, such as those outlined by the Texas Board of Professional Land Surveyors.

EXHIBIT "B"

PROJECT SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect October 1, 2020 and continue through and including September 30, 2021 with two (2) optional one (1) year renewals.

Surveying for various projects will be performed on an as needed basis and upon request of the County. Completion schedules will vary depending on the size and complexity of each survey.

EXHIBIT "C"

RATE SCHEDULE

HOURLY RATES SURVEY and SUE PERSONNEL
(Rates good up to maximum of 3 years from date of contract)

SURVEY/GEOSPATIAL PERSONNEL

1. 1-Man Survey Crew (with GPS)	\$110.00/hour
2. 2-Man Survey Crew	\$180.00/hour
3. 3-Man Survey Crew	\$240.00/hour
4. Field Technician	\$95.00/hour
5. Junior Survey or Cadd Tech	\$100.00/hour
6. Senior Survey or Cadd Tech (SIT or 10+ years' experience) ...	\$120.00/hour
7. Clerical	\$75.00/hour
8. Abstractor	\$100.00/hour
9. Staff RPLS	\$170.00/hour
10. Sr. RPLS (Project Manager)	\$220.00/hour
11. Geospatial Manager	\$200.00/hour
12. FAA 107 UAS Pilot *	\$155.00/hour
13. Junior Geospatial Tech	\$105.00/hour
14. Senior Geospatial Tech	\$130.00/hour
15. 1-Man Laser Scanner (HDS) Crew *	\$160.00/hour
16. 2-Man Laser Scanner (HDS) Crew *	\$210.00/hour

* Mobilization Rates for Geospatial Work may apply

SUE PERSONNEL

1. Designating 1-man Crew	\$110.00/hour
2. Designating 2-man Crew	\$180.00/hour
3. Project Manager	\$220.00/hour
4. SUE Manager	\$170.00/hour
5. SUE Field Manager	\$150.00/hour
6. Utility Coordinator	\$175.00/hour
7. Pot Holing (Vacuum Excavation) (QL-A) All Depths	\$1,500.00/hole

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Surveyor any and all information, data, etc. as it may have in its possession relating to any project.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

- 1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1.1.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm HALFF ASSOCIATES, INC.
Title of Officer AUTHORIZED AGENT, ANDREW J. SHAFER
Signature of Officer Andrew J. Shafer
Date: August 19, 2020

ACKNOWLEDGMENT

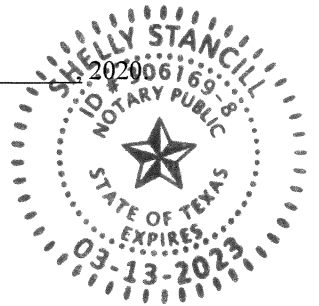
STATE OF TEXAS }
} COUNTY OF DALLAS }

BEFORE ME, Shelly Stancill on this day personally appeared Andrew J. Shafer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August ^{SS}

Shelly Stancill
Notary Public, State of Texas

Shelly Stancill
Printed Name



My Commission expires on the 13 day of March, 2023